



## **REQUEST FOR PROPOSALS**

**PROPOSAL NUMBER: 2016-001**

**Comprehensive Inmate Health and Mental Healthcare Services for Rio Arriba County Adult Detention Facility**

**PROPOSALS MUST BE RECEIVED ON OR BEFORE:**

**Time: 10:30 A.M. Date: Tuesday, November 24, 2015**

**RIO ARRIBA COUNTY  
Grants & Contracts Office  
Attn: Jon Paul Romero  
1122 Industrial Park Road  
Española, New Mexico 87532  
505-753-2992  
JPRomero@rio-arriba.org**

## **INTRODUCTION**

Rio Arriba County has a statutory and constitutional duty and responsibility to provide its inmate population with access to adequate medical and mental healthcare while the inmates are incarcerated. Along with its obligation to provide access to professional and quality medical and mental healthcare to its inmates, Rio Arriba County is also obligated to maintain cost effective programs and services. Through this Request for Proposal (RFP), Rio Arriba County, New Mexico and the Rio Arriba County Detention Center hereinafter referred to as the County, respectfully requests proposals from responsible, experienced and qualified firms for the provision of Comprehensive Inmate Health and Mental Healthcare Services at our Rio Arriba County Detention Center.

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your proposal with all appropriate supplements and/or samples (if applicable). Review this document in its entirety. Be sure your proposal is complete, and double check your proposal for accuracy.

## **SCOPE**

Through this Request for Proposal (RFP), Rio Arriba County, New Mexico and the Rio Arriba County Detention Center hereinafter referred to as the County, respectfully requests proposals from responsible, experienced and qualified firms for the provision of Comprehensive Inmate Health and Mental Healthcare Services at our Rio Arriba County Detention Center.

The initial contract, as a result of this RFP, will be for a period, beginning approximately December 1, 2015 and ending December 1, 2019, an initial 4 year term. The County shall have an option to renew for three (3) additional periods of four (4) years each for a total of twelve (12) years with the same terms and conditions as set forth in this RFP. All prices proposed shall be firm and fixed for the initial contract period with the exception of any mutually agreed upon staffing and/or services concessions and an annual CPI (consumer price index). Each option is to be exercised no later than thirty (30) days prior to November 15th. This agreement and/or extension to the original period of a subject contract shall be contingent upon annual funding being appropriated by the Rio Arriba County Commissioners, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with services received during the preceding contract period.

## **PROPOSAL CONDITIONS AND PROVISIONS**

All proposals must be submitted on the forms provided and in accordance with all terms, conditions, and specifications, or any stipulations contained herein. Bidders shall carefully read and be familiar with all terms, conditions, specifications, and stipulations contained in this proposal, which shall become part of the final contract.

All proposals must be signed by a duly-authorized official of the bidding company. The completed and signed proposal (together with all required attachments) must be returned to the Purchasing Division on or before the due date and time as cited in this RFP.

All participating bidders, by their signature hereunder, shall agree to comply with all of the conditions, requirements and instructions of this proposal as stated or implied herein. Any alteration, erasure or interlineation by the bidder in this proposal shall constitute cause for rejection by the County. Exceptions or deviations to this proposal must not be added to the proposal pages, but must be on the vendor's letterhead and accompany the bidder's proposal. Should the County omit anything from this proposal that is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, then the bidder shall secure written instructions from the Purchasing Division at least forty-eight (48) hours prior to the time and date of the proposal opening.

All bidders are required to complete all the information requested in this RFP. Failure to do so may result in the disqualification of the proposal.

Prices stated must be in the units specified. In the case of a discrepancy between the unit price and extension, the unit price shall be considered correct. Minor details omitted by oversight will not constitute an excuse for their omission.

Proposals shall be firm quotations subject to acceptance or rejection within ninety (90) days of the proposal opening date.

A bidder may withdraw his/her proposal at any time prior to the scheduled time of receipt; however, persons or firms withdrawing their proposals may not submit another proposal in this matter.

The County will not be responsible for any goods delivered or services performed without its purchase order, signed by an authorized representative of the County's Purchasing Division.

The County reserves the right to negotiate optional items and/or services with the successful bidder.

## **PROPOSAL CONDITIONS AND PROVISIONS**

The successful bidder may be required to provide proof of and the required limits of liability insurance, including Workers' Compensation. This proof of insurance must be in the form of a "Certificate of Insurance" (COI) and must show coverage in the amounts specified by the Laws of the State of New Mexico for the duration of a contract issued as a result of this RFP. Additionally, the County will be notified of any changes occurring in this coverage while proving to the County that such changes do not in any way affect the minimum liability insurance required for this proposal.

The County reserves the right to waive any technical or formal errors or omissions and to reject any and all proposals, or to award a contract for the items herein, either in part or in whole, if it deems it to be in the best interest of the County to do so.

The successful bidder shall be in complete compliance with all of the specifications, terms and conditions of this proposal as outlined above. The County shall have the right to inspect the facilities and equipment of the successful bidder to insure such compliance.

No proposal shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to the County, upon debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the County, or that has failed to attain or demonstrate compliance with any law, ordinance, regulation, or contract term or condition as may be provided for or required in any County contract, or that may be deemed irresponsible or unreliable by the County. Bidders may be required to submit satisfactory evidence that they have a practical knowledge of the particular work bid upon and that they have the necessary financial resources to perform and complete the work outlined in this proposal.

The contractor agrees to abide by all the laws, regulations and administrative rulings of the United States, the State of New Mexico and the County of Rio Arriba, securing all necessary licenses and permits in connection with this proposal.

In the event that this bidder's proposal requires a formal contract to be prepared by the County, the successful bidder will properly sign and furnish any insurance, Workers' Compensation, etc. as may be required by the county within ten (10) days (unless a longer period is allowed by the County) from the date of receipt of the formal contract forms.

After contract award, the County may negotiate further programs/services terms and the contract with the awarded bidder and such documents will be used in the finalization and be the agreement issued as a result of this RFP.

#### **ETHICAL STANDARDS**

It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other capacity in any proceeding of application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person. In the event that any gratuities or kickbacks are offered or tendered to any County employee or representative, the bidder's proposal shall be disqualified and shall not be reinstated.

#### **NON-COLLUSIVE BIDDING CERTIFICATION**

By the submission of this proposal, the bidder certifies that:

1. The proposal has been arrived at by the bidder independently and has been submitted without collusion with any other bidder.
2. The contents of the proposal have not been communicated by the bidder; nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith, and will not be communicated to any such person prior to the official opening of this proposal.
3. No bidder shall submit more than one proposal, to include an alternate proposal or proposals, for this purchase. Bidder understands and agrees the County's terms and specific inmate healthcare needs will be detailed and listed in this document.

#### **NONDISCRIMINATION IN EMPLOYMENT**

In connection with the performance of work under a contract issued as a result of this RFP, the contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability. The contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

#### **INDEMNIFICATION**

Bidder agrees to indemnify and hold harmless the County, its agents, servants and employees from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the sole negligence of bidder, its agents, employees and independent contractors in the performance of its duties under any Agreement issued as a result of this RFP. The County shall promptly notify bidder of any incident, claim or lawsuit of which they become aware and shall fully cooperate in the defense of such claim. Bidder shall take all steps necessary to promptly defend and protect the County, including retention of defense counsel and bidder shall retain sole control of the defense while the action is pending, to the extent allowed by law. Bidder shall not be responsible for any claims arising out of:

- the County or their employees' or agents' intentionally preventing any persons from receiving medical care ordered by bidder its health care staff, employees, agents, or independent contractors; or
- the negligence of the County or their employees or agents in promptly presenting an ill or injured person to bidder for treatment if it should have been obvious to a non-medical individual that the person was in serious need of immediate medical attention; or
- the County or their employees' or agents' breach of this Agreement. The County do hereby agree to indemnify and hold harmless the bidder, its agents, employees and independent contractors from any and all injuries, claims, actions, lawsuits, damages, judgments or liabilities of any kind arising out of the negligence of the County, Detention Center or their agents, servants or employees.

### **ASSIGNMENT OF PURCHASE ORDER OR CONTRACT**

A supplier or contractor may not assign or otherwise transfer any of its rights or obligations under any purchase order or contract made and entered into pursuant to the bidder's proposal without the prior written approval of the County.

### **PRICING AND PAYMENT**

1. All prices quoted shall be firm and fixed for the initial first 12 month period.
2. All payment terms shall be Net 30; consideration will be given to any discounts offered for payments made earlier than Net 30, please explain.

### **INQUIRIES**

All questions relating to this RFP shall be directed to the attention of:

**Larry DeYapp, Detention Administrator**  
**Rio Arriba County Detention Center**  
**#2 Main Street, Building #2**  
**P.O. Box 336**  
**Tierra Amarilla, New Mexico 87575**  
**(575) 588-6253**

Telephone inquiries are to be restricted to project information or clarification of the RFP questions. All other inquiries must be in writing and responses will be shared with all bidder's, as appropriate.

### **SITE VISIT**

There is no scheduled site visit. Any requests to tour facility should be made through contacting Larry DeYapp, Rio Arriba County Detention Administrator.

### **DESCRIPTION OF THE CURRENT FACILITY**

Built in **1991**, the Rio Arriba County Detention Center has 33 cells, has a state-rated capacity of 140 beds and had an average daily population (ADP) of 100 in 2011, an ADP of 110 in 2012 and has averaged 110 inmates per month in 2013.

### **CURRENT HEALTHCARE STAFFING**

Healthcare services are currently being provided by Southwest Correctional Medical Group, a contracting medical provider that provides medical, psychiatric and pharmaceutical services. All specialist visits and dental appointments are being coordinated through staff from Southwest Correctional Medical Group. Rio Arriba County Detention Center Staff currently transports any and all medical related emergencies to Española Presbyterian Hospital for all services.

### **GENERAL REQUIREMENTS**

The proposal submitted in response to this RFP must be in the format requested below. Any deviation from this format may be cause for rejection of the proposal. All proposals submitted shall become property of the County. At the discretion of the County, firms submitting proposals may be requested to make presentations as a part of the evaluation process. The County will not reimburse the respondents to this RFP for any costs associated with the preparation and submission of said proposals or in the preparation for and attendance at a presentation. The County reserves the option to request any firm submitting a proposal to clarify its proposal or to supply additional information necessary to assist in the selection of a vendor. All firms must be able to meet all of the requirements stated in this RFP.

#### **MINIMUM QUALIFICATIONS FOR CONSIDERATION**

To be considered for the award of this contract, the contractor must be able to meet all of the following minimum qualifications:

1. The contractor must be organized for the purpose of providing health care services.
2. The contractor and/or its executive leadership must have at least ten (10) continuous years of experience in providing health care services.
3. The contractor must be qualified and have the ability to supply and perform health care services, on an as-needed basis, for all necessary persons.
4. The contractor, physicians, physician extenders, dentists, and/or nurses providing health care services, must be licensed in the State of New Mexico. The contractor will provide a copy of the licenses for all of the individuals when assigned to Rio Arriba County.
5. The contractor must carry insurance as detailed in the Insurance-Medical Services for Inmates.

#### **INSURANCE-MEDICAL SERVICES FOR INMATES**

1. Contractor agrees to procure and maintain with insurers having an A- or better rating as determined by Best's Key Rating Guide, at its own expense, the following policies of insurance:
  - a) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, and Employers' Liability insurance with the following limits:

Workers' Compensation:	Statutory
Employers' Liability:	\$1,000,000
  - b) Commercial General Liability insurance, on an occurrence form, with minimum combined single limits of TWO MILLION DOLLARS (\$2,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) aggregate. The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products and completed operations. The policy will contain a severability of interests provision.
  - c) Commercial Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$ 1,000,000. 00) each occurrence with respect to each of Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy will contain a severability of interests provision.
  - d) Professional Liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and THREE MILLION DOLLARS (\$3,000,000.00) in the aggregate.
2. The certificates of insurance will be provided to Rio Arriba County by the Contractor's insurance agent or carrier as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The completed certificates of insurance and any notices, within 20 days of cancellation, termination, or material change will be sent to:

**Larry DeYapp – Detention Administrator**  
**Rio Arriba County Detention Center**  
**#2 Main Street Bldg #2**  
**P.O. Box 336**  
**Tierra Amarilla, NM 87575**  
**(575) 588-6253**

3. The Contractor will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types.

### **MANDATORY ITEMS TO BE INCLUDED IN PROPOSAL**

Proposals must address each of the following. Proposals must include, but are not limited, to the following information:

1. State, in a clear concise manner, your firm's understanding of the required services and how they will be implemented to provide those services to the Rio Arriba County Detention Center.
2. Provide a complete description of your firm to include; the number of years your firm has been doing business in New Mexico and the prior experience your firm has had with similar contracts.
3. Propose a plan for the required services, which include all of the minimum qualifications listed above.

### **FEE SCHEDULE**

This RFP is structured to obtain the best possible rate as set forth in the proposal sheets. The pricing structure will be applicable to future work as requested of the successful bidder.

1. Each submittal shall include a fee structure, delivered as part of the proposal in a separate sealed envelope clearly marked Fee Schedule. The fee shall be an annual fee to be paid in twelve (12) equal monthly installments.
2. A fee shall be provided for the exact service and each optional service to be provided under the provision of this proposal.

### **GENERAL TERMS AND CONDITIONS**

#### **CONTRACTOR PERSONNEL/SECURITY CHECKS**

The County shall have the right to reject the employment by the Contractor of any person or firm, and to require the removal of any person or firm employed or engaged by the Contractor, when it deems such action to be in its best interest or in the best interest of attaining successful implementation of its correctional health care services program. It is further noted that the right of entrance by any person to the detention center is under the sole jurisdiction of the Rio Arriba County Detention Center. All Contractor personnel, including the personnel of its subcontractors and agents who will be working within the facility, will be subject to security background checks and clearances by the Detention Center. The contractor must obtain final pre-approval of all personnel going through the Rio Arriba County Detention Center.

#### **COMMUNICATION**

Provisions shall be made for regular meetings between health services and facility administration, including their documentation, to facilitate good communications and good rapport between security and health services.

#### **PERMITS AND LICENSES**

All permits, licenses, and continuing education required by federal, state or local laws, rules and regulations necessary for the implementation of the work undertaken by the Contractor pursuant to the contract shall be secured and paid for by the contractor.

#### **CONTAMINATED WASTE**

The contractor shall be responsible for the disposal of all contaminated waste, including infectious or hazardous medical waste. This material must be handled and removed from the facility and disposed of as regulated by federal, state, and local laws. All costs related to the collection removal and disposal shall be at the expense of the contractor.

### **SPECIFICATIONS AND PROGRAM REQUIREMENTS**

#### **MINIMUM QUALIFICATIONS**

To be considered for award of this contract, the Respondent must meet the following minimum qualifications:

The Respondent must operate SOPs in accordance with each of the following:

1. the National Commission on Correctional Health Care (NCHC) Standards for Health Services in Jails,
2. American Correctional Association (ACA) Standards,
3. Centers for Medicaid/Medicare Medical Services,
4. Joint Commission on Accreditation Organizations (JCAO) and



## 5. State of New Mexico Jail Standards.

The Respondent must demonstrate its ability to provide a health care system specifically for the Facility. It must demonstrate that it has the ability for a thirty (30) day start-up, that it has a proven system of recruiting staff, and that it has an adequate support staff in its central office capable of competently supervising and monitoring its operations in the County.

The proposal must include a company history, current corporate structure and resumes of the following executive positions, including any relevant executive positions of affiliated companies.

- Chief Executive Officer (CEO) and Chief Operating Officer (COO).
- Area Vice President and/or Regional Manager/Supervisor with direct responsibility for contractual oversight and supervision of site Health Services Administrator (HSA).
- Corporate Medical Director and/or Regional Medical Director with direct clinical oversight of the site Medical Director/site providers.
- Site Medical Director (Exact on-site staff may not be known at time of proposal submittal and actual candidates will require pre-approval by the County).
- Site Health Service Administrator (H.S.A). Exact on-site staff may not be known at time of proposal submittal and actual candidates will require pre-approval by the County.

The proposal must include the following contractual and legal action history for the past two (2) years, including history of any affiliated companies.

List and explain in detail all contracts that have been terminated or cancelled prior to contract expiration, and include the reason for each.

List and explain in detail all litigation claims for payments not made for off-site hospital care, whether open, closed and/or settled.

List and explain in detail all lawsuits involving inmates that were settled and/or in which judgment was made against the proposing company or affiliated companies.

## **PERSONNEL REQUIREMENTS**

The respondent's proposal will need to include a proposed staffing plan. Each position will include a post assignment/title and the hours to be worked. Adequate health care personnel required to provide those services listed in this RFP must be provided. Proposals must show a complete and detailed staffing arrangement, by degree of competency, which shall provide adequate support for the operation of the health care program. Staffing plans are to include showing the total number of employees full-time (40 hours per week on site) and part-time; position titles and license/certification; total number and positions per shift and on holidays. Proposal must include adequate health care personnel for twenty-four (24) hours, seven (7) days per week inmate health services. Respondent will make every effort to give existing onsite employees full consideration for employment in order to provide a continuity of care to utilize their experience and knowledge of our facility and operations.

Physician services must be sufficient to provide the required needs of the inmates and assure medical evaluation/follow up within twenty four (24) hours of post nursing triage referral (including weekends and holidays). In addition, twenty-four (24) hour physician on-call services with the availability for consultation and the ability to meet the on-site needs are required. A pager service shall be utilized and specified. Telemedicine is an option.

Psychiatric services must be sufficient to provide the required needs of the inmates and assure follow up within fourteen (14) days of a posted referral by medical staff. Additionally, all inmates shall receive a mental health screening at intake and these screens shall be reviewed by the mental health staff within twenty-four (24) hours. Inmates identified with issue shall be immediately referred to the appropriate mental health care services.

Nursing services must be available to provide for the following:

- Medical unit coverage at all times including medication round time periods;
- Hour intake screening including medical history forms on all inmates at the time of admission;
- Health Assessments on all inmates within fourteen (14) days after booking;
- Medications as prescribed;
- Sick call triage and follow-up on a daily basis to include weekends and holidays;
- Appropriate and timely response to medical needs and emergencies; and
- Physician support services.

The Respondent shall provide sufficient clerical staff to support the medical contract.

The Rio Arriba County Detention Administrator or his/her designee may request replacement of any Respondent personnel believed unable to carry out the responsibilities of the contract. The Rio Arriba County Detention Administrator or his/her designee shall approve all appointments to the position of the Health Services Administrator (HSA) and Site Medical Director.

Written job description and protocols to define specific duties and responsibilities for all assignments must be provided to the Contract Administrator.

The Respondent shall provide for pharmaceutical services to assure the availability of prescribed medications within eight (8) hours of the order of issue being written for all formulary approved medications and twenty-four (24) hours for all non-formulary medications except where such medications are not readily available in the local community. Pharmaceutical services shall be consistent with State and Federal regulations, and must be monitored by a licensed qualified pharmacist.

The Respondent shall provide for the purchasing, dispensing, administering and storage of all pharmaceuticals by qualified personnel and for the proper storage of psychotropic medications as prescribed to inmates.

The Respondent shall provide for the recording of the administration of medications in a manner and on a form approved by the health care authority to include documentation of the fact that inmates are receiving and ingesting their prescribed medications. Documentation will also be required when an inmate's ordered medication was not administered and the reason given.

Respondent personnel should be aware that they might, from time to time, be subpoenaed to testify in court regarding medical treatment. Overtime associated with this obligation will be the responsibility of the Respondent.

Respondent will be required to comply with all Detention Center's policies, procedures, protocols and post orders.

### **ADMINISTRATIVE AND PROGRAM REQUIREMENTS**

A singular designated Site Medical Director with responsibility for assuring the appropriateness and adequacy of inmate health. The proposal should address what the Site Medical Director's responsibilities will be in regards to: In Service Training, Quality Assurance and Recruitment. The proposal should also address what part of on-site time provided by the Site Medical Director will be committed to Administrative Duties, Direct Care, and Involvement in Quality Assurance.

A full-time on-site Health Services Administrator shall be provided who shall have the general responsibility for the successful delivery of health care pursuant to this solicitation and final contract. The Respondent shall indicate the qualifications of as well as the range and scope of the responsibilities and activities of this position.

The Respondent shall, upon request, provide to the County proof of licenses and/or certificates for all professional staff. In addition, malpractice insurance must be on file for all physicians and Nurse Practitioners/Physician Assistants, and other employees, if applicable.

Copies of staffing schedules encompassing all health care staff are to be submitted to the Rio Arriba County Detention Administrator at the Facility, hereinafter referred to as "Detention Administrator" on the fifteenth of each month for the upcoming month. Daily Updates should be supplied if there are changes.

Monthly and daily statistics will be required as follows:

A statistical report with narrative on noteworthy accomplishments or events will be due on the fifth calendar day of each month to the Detention Administrator that includes, but is not limited to, the following:

- Inmates seen at sick call, seen by physician, seen by dentist Inmates, seen by psychiatrist
- Medical specialty consultation referrals
- Off-site hospital admissions
- Emergency Room visits
- Infirmary admissions, patient days, average length of stay
- Intake medical screening Fourteen (14) day physicals Lab Work
- Mental health screenings and referrals to mental health professional
- MHMR active care list
- Inmates with Chronic and/or Infectious Diseases

A report of the previous twenty-four (24) hours that captures but is not limited to, the following data: This report shall be submitted to the Detention Administrator on a daily basis:

- Transfers to off-site hospital emergency departments
- Communicable disease reporting
- Suicide data (i.e. attempts and precautions taken) Report of status of inmates in local hospitals Report of status of inmates in jail infirmary Submit completed medical incident report copies

Utilization tracking (UM), analysis and reporting:

- Volume trends (visits by Week/Month)
- Volume by visit Type (primary and urgent care) Inmate visit distribution by gender and age group Referrals by type (diagnostic, specialty)
- Top 10 medical services by category and prescribed medications category



Grievances shall be monitored to detect areas of concern. Inmate grievances shall be documented on a log and a response shall be prepared within three working days of receipt. Completed responses will be returned to the inmate through the office of the Detention Administrator.

The establishment of a comprehensive quality improvement activity that will monitor the health services provided.

The establishment of an infection control activity that monitors the incidence of infectious and communicable diseases, seeks to prevent their incidence and spread, and provides for the care and treatment of inmates so infected.

The Respondent shall, in times of emergency or threat thereof, whether accidental, natural or man-made, provide medical assistance to the County Detention Center to the extent or degree required by County Detention Center policies and procedures.

#### ADMINISTRATIVE REQUIREMENTS

1. A singular designated physician/MD health with responsibility for assuring the appropriateness and adequacy of inmate health. The proposal should address what the Medical Director's responsibilities will be in regard to: In Service Training, Quality Assurance and Recruitment. The proposal should also address what part of on-site time provided by the Medical Director will be committed to Administrative Duties, Direct Care, and involvement in Quality Assurance.
2. A full-time on site Health Services Administrator (HSA) shall be provided who shall have the general responsibility for the successful delivery of health care pursuant to this solicitation and final contract. The Contractor shall indicate the qualifications of as well as the range and scope of the responsibilities and activities of the position. The Administrator shall assist in the transition of health care from the current facility to the new justice center including but not limited to:
  - a) Work with Rio Arriba County on the equipment needs for startup including recommending of brand, size and type of equipment.
  - b) Development of a written plan for transition of quality healthcare programs and services to any future plans for a new detention facility.
  - c) Review and development of Rio Arriba County Detention Center standard operating procedures on medical safety, security issues, and the detention center staff relationship with inmate medical.
3. Written job descriptions and protocols to define specific duties and responsibilities for all assignments must be provided to the Detention Administrator.
4. Staff inexperienced in correctional nursing shall receive a minimum of twenty-four (24) hours orientation, provided by the contractor. All nursing staff will be required to attend specific security training provided by the facility, not to exceed eight (8) hours annually, with staff time spent in the training paid by the contractor. Orientation and security training must be completed before being allowed to work in the Detention center Facility.
5. Monthly and daily statistics will be required as follows:
  - a) A statistical report will be due on the fifth calendar day of each month to the Detention Administrator that includes, but is not limited to, the following:
    - Inmates seen at nurse rounds
    - Inmates seen by physician
    - Inmates seen by dentist
    - Medical specialty consultation referrals
    - Hospital admissions
    - Emergency Room visits
    - Intake medical screening
    - Physical assessments
    - Inmates on Prescription medications
    - Lab Work
    - All vacancies by position and number days vacant
  - b) A report for the previous twenty-four (24) hours that captures, but is not limited to, the following data. This report shall be submitted to the Detention Administrator on a daily basis: Transfers to hospital emergency departments. Communicable disease reporting Report of status of inmates in local hospitals Submit completed medical incident report copies
6. Grievances shall be monitored to detect areas of concern. Responses to inmate grievances shall be prepared within two (2) days of receipt. Inmates submit grievances on a form provided by the detention center. Completed responses will be returned to the inmate; a copy of the grievance shall be forwarded to the Detention Administrator.
7. The establishment of an infection control activity that monitors the incidence of infectious and communicable diseases, seeks to prevent their incidence and spread, and provides for the care and treatment of inmates so infected.

8. The contract provider for medical services shall, in times of emergency or threat thereof, whether accidental, natural or man-made, provide medical assistance to the Rio Arriba County Detention Center to the extent or degree required by Rio Arriba County Detention Center policies and procedures.
9. Personnel files (or copies thereof) of Contractor employees assigned to the detention center are to be maintained at the detention center and shall be available to the Detention Administrator.
10. The Contractor shall provide for pharmaceutical services to assure the availability of prescribed medications within eight (8) hours of the order of issue being written. Pharmaceutical services shall be consistent with State and Federal regulations, and must be monitored by a licensed, qualified pharmacist.
11. The Contractor shall provide for the purchasing, dispensing, administering and storage of all pharmaceuticals and psychotropic medications by qualified personnel as prescribed to inmates.
12. The Contractor shall provide for the recording of the administration of medications in a manner and on a form approved by the health care authority to include documentation of the fact that inmates are receiving and ingesting their prescribed medications. Documentation will also be required when an inmate's ordered medication was not administered and the reason given.

#### **CARE AND TREATMENT**

1. A written manual of standardized policies and defined procedures, approved by the health care authority and the [Rio Arriba County Detention Center], must be reviewed at least annually and revised as necessary under the direction of the health care authority and with the approval of the [Rio Arriba County Detention Center].
2. The Contractor shall provide for necessary dental, laboratory, x-ray and medical waste services. Any and all abnormal results are to be reviewed and signed by a physician with a follow-up plan of care outlined as needed.
3. The Contractor shall provide a program for meeting the special needs of the female population; e.g., pregnancy/OBGYN services.
4. Inmate transportation for emergency care will be coordinated by the Contractor. [Rio Arriba] County will provide the security personnel for all offsite health care services.
5. Health services shall be provided in the form of emergency care for inmates assigned to the Work Release program, while they are on site. Care should be for the purpose of stabilizing the condition and arranging for transport, if necessary.
6. Non-inmate health services shall be provided in the form of emergency care for staff, contractors, employees, and visitors to the Rio Arriba County Detention Center until the local Emergency Response Team arrive on the scene and takes responsibility of patient care. (Additional services to County employees are specified in the Services to County Employees section.)
7. The Contractor shall provide a total pharmaceutical system for the detention center beginning with the Physician's prescribing, the dispensing of medication, and the necessary record keeping. The system shall include prescription medications and over-the-counter medications. All prescription medications shall be prescribed by the responsible physician or psychiatrist and shall be administered and dispensed by a licensed nurse.
8. All controlled substances, syringes, needles and surgical instruments will be stored under security conditions acceptable to the Rio Arriba County Detention Center.
9. Inmates will NOT be allowed to provide any health care services, including record keeping.

#### **MEDICAL RECORDS REQUIREMENT**

1. A medical record consistent with state regulations and community standards of practice shall be initiated and maintained for every inmate regarding medical, dental, or mental health services received as a result of the inmate screening process and for services rendered following the inmate's assignment to a housing area. These records shall be kept separate for the detention center confinement records of the inmate.
2. All medical and other records, policies and procedures, manuals, instructional books, orientation, and continuing education records and materials, and documentation of every sort, developed for or used in the operation of the Health Care Program under the contract, shall be the property of the County and, at the termination of the contract, remain the property of the County without further obligation.
3. In any case where medical care is at issue, or in any criminal or civil litigation where the physical or mental condition of an inmate is at issue, the Contractor shall make accessible to the Detention Administrator, District Attorney, or County Attorney such records and, upon request, provide copies. The Contractor acknowledges and agrees that all records prepared or acquired by the Contractor during performance of services under the contract will immediately become the property of Rio Arriba County Detention Center.

4. If an inmate medical record cannot be located within eight (8) hours of the discovered loss, the Detention Administrator shall be immediately notified.
5. Inactive medical records will be maintained in accordance with the laws of the State of New Mexico and the American Medical Association. The Rio Arriba County Detention Center will be responsible for the computer imaging of inactive files. Any and all legal actions or requests affecting inmates and/or the medical contract provider must be provided, in writing, to the Detention Administrator within twenty four (24) hours.

### **SUPPLIES AND OFFICE EQUIPMENT**

The contract provider should be prepared to provide whatever stock supplies are required to perform under the contract. Contractor will also supply at its expense, all other supplies required to carry out its performance. Said supplies will include, but not be limited to, forms, books, manuals, medical record folders and forms, pharmaceuticals, laboratory fees, needles and sharps, individual and group materials, gloves and coverings, disinfectants and cleaning supplies.

Rio Arriba County will supply or make available for official use, office equipment such as copiers, fax machines, calculators, telephones, computer connected to the in house inmate records system. Rio Arriba County will purchase medical equipment needed for startup operation at the new facility including but not limited to; hand instruments, exam tables, dental chairs and units, dental instruments, chairs, desks, autoclave, ultrasonic cleaner, oxygen concentrator, oxygen tanks, wheel chairs, crutches, IV pump, IV stand, medication cart, and refrigerators. The contract provider will work with Rio Arriba County on the equipment needs for startup including recommending of brand, size and type of equipment. All equipment purchased during the contract shall be approved for purchase by the Detention Administrator as to need.

All equipment purchased shall be the property of the County and shall remain on site at the termination of the contract. The contract provider shall maintain a detailed inventory on all equipment including hand dental and medical instruments. A method of inventory control for facility safety and security shall be developed by the contract provider and approved by the Detention Center Administrator. If an item of equipment, medical or dental instrument cannot be located within thirty (30) minutes of the discovered loss, the on duty detention center supervisor shall be immediately notified.

The County shall be responsible for maintenance and repair of all medical and office equipment supplied and owned by the County for use by the Contractor. Should such equipment become non-serviceable due to routine use, then the County will be responsible for its replacement.

### **SERVICES TO COUNTY EMPLOYEES**

1. Health services shall be provided in the form of emergency care for staff, contractors, employees, and/or visitors to the Rio Arriba County Detention Center complex until local Emergency Response Team arrive on the scene and takes responsibility of patient care.
2. The Contractor shall provide management of the hepatitis B vaccination program for all designated Rio Arriba County Detention Centers employees.
3. The Contractor shall provide management of TB screens for all designated Rio Arriba County Detention Center employees to include initial employment screens and annual testing.

### **EVALUATION PROCESS**

The County will evaluate all submittals. Respondents may be invited to attend an interview, at the respondent own expense. The County reserves the right to negotiate the final fee schedule prior to recommending any respondent a contract.

Respondents are advised that the County reserves the right to evaluate the proposals without input from the respondents. Therefore, proposals should be complete as initially submitted. However, if you are selected for an interview, you will be expected to present not only your proposal, rate plans, but also your approach to conversion.

County staff shall make a recommendation to County's Commissioners of the selection of the most qualified respondent to enter into contract negotiations with the County. The selected respondent shall enter into negotiations with the County for the services to be performed.

The County when services and fees are agreed upon, the selected respondent shall offer a contract subject to County approval.

Should negotiations be unsuccessful, the County shall enter into negotiations with the next, highest ranked respondent until an agreement for services and fees are reached. This process shall continue until an agreement is reached.

This RFP does not commit the County to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending the interviews.

### **SIGNATURE OF ACCEPTANCE**

By the signature hereon affixed, the Respondent hereby certifies that neither the Respondent nor the entity represented by the Respondent, or anyone acting for such entity has violated the antitrust laws of the State of New Mexico.

The undersigned also does hereby declare that they have read the specifications for Inmate Medical Services for Rio Arriba County and with full knowledge of the requirements does hereby agree to furnish the services in full accordance with the specifications and requirements.

The below signature also indicates the following:

- Person or person's interest in this RFP as principals are those named herein.
- I (we) have carefully examined the advertisement and contents within the proposal.
- The Respondent is acknowledging the Conflict of Interest Clause and agrees to follow necessary requirements.
- The Respondent confirms that they have read this entire RFP document and agrees to the terms stated herein.
- In the event that the RFP is awarded to more than one supplier, the Respondent signing this RFP agrees that the prices submitted within this RFP will not be changed.
- Addenda \_\_\_\_\_ through \_\_\_\_\_ have been taken into account as part of this proposal.

The undersigned, by their signature, represents that they are authorized to bind the Respondent to fully comply with the terms and conditions of the attached RFP specifications, and special provisions stated herein for the amount(s) shown on the accompanying RFP form.

Full Legal Name of Company:

Address:

City, State, Zip:

Phone Number:

Account Representative & Their Phone Number:

Email Address:

Tax Identification Number:

Signature of Authorized Agent:

Printed Name of Authorized Agent:

Title:

Date: